

EDUCATION DEPARTMENT

The 26th November, 1968

No. 1084-EDII(V-II)-68/2825.—The Governor of Haryana hereby makes the following amendments in the Punjab Education Code :—

1. In Article 62,—

(1) for clause (a), the following clause shall be substituted, namely :—

“(a) that there is a managing committee approved by the Department. The managing committee among others shall include the following members as representatives of the teaching personnel. Any change in the personnel of the managing committee shall be notified to the Department through the District Education Officer within one month of the suggested change:—

“(i) Head of the Institution as an *ex officio* member with a right to vote.

(ii) Teacher's representative to be nominated by the teachers themselves in the ratio of 1 : 20 according to the strength of the staff with a maximum of two with right to vote on school matters. The nomination shall be by rotation according to the length of service of the teachers.

(iii) One or two educationists.” ; and

(2) after clause (o) . the following clauses shall be added, namely :—

“(p) that there must be at least one educationist on every selection committee appointed for the selection of teachers in the school ;

(q) that the salary to the teachers is regularly paid through crossed cheques.”

2. In Article 232,—

(1) for clause (ii), the following clause shall be substituted, namely :—

“(ii) that it is under a regularly constituted managing body which is approved by the Department and is registered, every change in the management being reported to the Department. The managing committee among others shall include the following members as representatives of the teaching personnel :—

(a) head of the institution as an *ex officio* members with a right to vote ;

(b) teacher's representative to be nominated by the teachers themselves in the ratio of 1 : 20 according to the strength of the staff with a maximum of two with a right to vote on school matters. The nomination shall be by rotation according to the length of service of the teachers ; and

(c) one or two educationists;”;

(2) in clause (iv), for the word “suggested” the word “contained” shall be substituted ; and

(3) after clause (XIV), the following clauses shall be added, namely:—

“(XV) that there must be at least one educationist on every selection committee appointed for the selection of teachers in the school ;

“(XVI) that the salary to the teachers is regularly paid through crossed cheques.”

3. In Article 233,—

(1) for clause (ii), the following clause shall be substituted, namely :—

“(ii) that it is under a regularly constituted managing body which is approved by the Department and is registered every change in the management being reported to the Department. The managing Committee among others shall include the following members as representatives of the teaching personnel :—

(a) head of the institution as an *ex officio* members with a right to vote ;

(b) teachers' representative to be nominated by the teachers themselves in the ratio of 1 : 20 according to the strength of the staff with a maximum of two with a right to vote on school matters. The nomination shall be by rotation according to the length of service of the teachers ; and

(c) one or two educationists;”;

(2) in clause (xi), for the word “suggested”, the word “contained” shall be substituted ; and

(3) after clause (xi), the following clauses shall be added, namel y:—

“(xii) that there must be at least one educationist on every selection committee appointed for the selection of teachers in the school ;

(xiii) that the salary to the teachers is regularly paid through crossed cheques."

4. For Appendices XXVII, XXVIII and XXVIIIA, the following Appendices shall be substituted, namely:—

"APPENDIX XXVII

[Chapter VIII, Article 232(iv) and Article 233 (xi)]
Rules of Service for employees in the recognised schools
under private management

1. An agreement stating in clear terms the conditions under which a teacher is engaged shall be executed between the teacher on the one side and the school authorities on the other in the form specified in appendix XXVIII.

2. A copy of each agreement duly executed shall be filed in the school office and shall be available at any time for inspection by the inspecting officer of the Education Department.

3. Among other things the agreement shall particularly state,—

- (a) the nature of the post showing whether it is temporary or permanent and in the latter case the period of probation shall be specified;
- (b) the initial and maximum pay of the post and rate of annual increment;
- (c) vacation pay; and
- (d) conditions of termination of service.

4. (1) The agreement may be terminated by a teacher by surrendering three months' basic salary or salary for a period less than three months as specified in the agreement referred to in clause 1 above.

(2) Subject to the prior approval of the District Education Officer of the District in which the school is situated the management of the school may terminate the services of a teacher by giving him a notice for a period of three months or for a period less than three months as specified in the agreement referred to in clause 1 above or by paying basic salary for the notice period, for any one or more of the following reasons :—

- (i) The Chief Medical Officer of the District reports that the teacher is unfit and is likely for a considerable period to continue to be unfit by reason of ill-health for the discharge of his duties.
- (ii) General retrenchment due to financial stringencies.
- (iii) Abolition of the subjects which the teacher is teaching.
- (iv) Abolition of a section or a class.

(3) A teacher shall not be dismissed, discharged or reduced in rank save and except on ground of proved inefficiency, conduct involving moral turpitude, gross negligence of duty, behaviour likely to prove subversive of discipline, tampering of school record or any other good or sufficient reason which may make his/her retention on the school staff no longer desirable. In such a case the prior approval of the District Education Officer of the District in which the school exists shall be obtained.

5. The management of the school may dismiss a teacher without notice in the event of such gross misconduct as in the opinion of the management should be brought to the notice of the Department for action under Articles 71 and 180 of the Punjab Education Code. The salary payable in such case shall be that due up to the day of dismissal.

6. In case of dismissal the teacher shall, before dismissal, be called upon to submit his/her defence in writing for which he/she shall be given one week from the receipt of the letter calling upon him/her for his/her defence, within which he/she should submit his/her defence to the management of the school. In the event of such defence not being submitted within the said week, the management may proceed to dismiss him/her without further delay.

7. Cases involving dismissal, discharge or reduction in rank shall be reported to the District Education Officer together with a full statement of the case and a copy of the teacher's defence, if any. The decision of the District Education Officer with regard to cases as enumerated in sub-clause (3) of clause 4 of the Service Rules shall be appealable by either party to the Director of Public Instruction, Haryana, whose decision in such cases shall be final and binding on both the parties.

8. Salaries shall be paid monthly within ten days of the termination of the month for which they are due. No deduction shall be made from the salaries except in the following cases :—

- (a) Payment of income tax.
- (b) Contributions to or repayment of advance from the provident fund.
- (c) Payment to Court of Law on an attachment Order.

9. Except in cases where teachers are definitely employed in temporary vacancy up to the beginning of long vacation, a teacher who has worked continuously for nine months before the long vacation or in case his/her service before the long vacation or in case his/her service before vacation is less than nine months and this period is completed by continuous service after the vacation, shall be entitled to the full vacation salary, an salary for each

subsequent vacation shall be paid after putting in further 9 months' continuous service. Teachers, who quit service or whose services are terminated by the management in accordance with the terms of an agreement without completing 9 months' service, shall receive reduced vacation pay in proportion to the period for which they have served; provided that a teacher who has served for a total continuous period of less than three months excluding vacation period before the termination of his/her services shall not be entitled to any vacation pay.

Note The period of notice on either side shall not coincide with the period of vacation.

10. The duties of teachers shall be such as are usual and customary in schools in Haryana, and shall consist in teaching in class, supervising during play hours and such other duties as the Head of the school, shall, from time to time, assign to them. Teachers shall not undertake private tuitions or any other duties likely to interfere with their school work without the written permission of the management.

11. The teacher will be required to furnish the relieving chit from the school in which he/she last served before he/she reports himself for duty in the new school of posting and it will be binding on the management to demand the same.

12. The nature of vacancy shall be specified in the appointment letter.

13. The teachers shall be paid their salaries by cheques.

14. The time schedule to be adhered for deciding cases under sub-clause (3) of clause 4 above is given in Appendix XXVIII:

(Chapter VIII, Article 232(iv) and Article 233(xi)

The following is the form of agreement prescribed for execution by the employees of the recognised schools under private management. One copy of the agreement duly signed by the parties shall remain with the management, one with the teacher and one with the District Education Officer of the District in which the school exists. It should be executed on non-Judicial paper of the requisite value on the day the teacher reports himself/herself for duty in the school after receiving his/her appointment order.

It should be noted that Government considers that when a teacher is appointed on probation the period of such probation should ordinarily be one year and if circumstances warrant, the management may extend this period of probation by another year. After the expiry of this period the teacher will be considered to have been confirmed automatically.

AGREEMENT

This agreement made on the _____ day of _____ one thousand nine hundred and _____ between (School authority) of the one part and (Teacher) of the other part.

WHEREAS the said (School authority) have agreed to engage the said (teacher) to serve the _____ (Name of the school) at (place) in the capacity of a teacher and at the salary hereinafter mentioned.

NOW THESE PRESENT WITNESS AND THE PARTIES HERETO do hereby mutually covenant contract and agree in the following manner that is to say :

1. That the said (school authority) shall employ the said (teacher) and the said (teacher) shall serve the said (school authority) as a teacher in the (name) school at (place) from the date of his/her taking charge of such appointment until such employment is determined as hereinafter provided.

That except when it be in a purely temporary vacancy the said (teacher) shall be on probation for a maximum period of two years from the date of his/her first taking charge of his/her appointment during which period it shall be open to the said (school authority) to dispense with his/her service without giving notice or without assigning any reason.

2. That the said teacher will employ himself/herself efficiently and diligently under the orders and instructions of the Head of the institution under whom he/she shall, from time to time, be placed as teacher in the said (name) school in which capacity he/she will discharge all such duties appertaining to that office and do all things which may be required of him/her or which are necessary to be done on his/her capacity as aforesaid and will make himself/herself in other respects generally useful as may be required of him/her.

3. That he/she will not on any pretence absent himself/herself from his/her duties without first having obtained the permission of his/her superior officers authorised in this behalf or in case of sickness or inevitable accident without forwarding a medical certificate to the satisfaction of the aforesaid Officers as may be required by the leave rules of the said school.

4. That he/she will devote his whole time to the duties of the said employment and will not on his/her own account or otherwise, either directly or indirectly, carry on or be concerned in any trade or business whatsoever without having first obtained the permission of his superior officers authorised in this behalf.

5. That he/she will conform to all the rules and regulations in force in the said school inclusive of leave rules a copy of which is appended and will obey all such lawful orders and directions as he/she shall from time to time, receive, from any authorised officer of the said school.

6. (a) That this agreement may be terminated by the teacher by surrendering three months salary or salary for lesser period as specified in clause (1) above.

(b) Subject to the prior approval of the District Education Officer of the District in which the school exists, the managing committee of the school may terminate the services of the teacher by giving him/her three calendar months' notice or lesser period as specified in the agreement in writing or by paying a sum equivalent to three months' basic salary or salary for a lesser period as specified in the agreement which the teacher may be drawing for any one or more of the following reasons :

- (i) If satisfied on medical evidence from the Chief Medical Officer of the district that the teacher is unfit and is likely for a considerable period to remain unfit by reasons of ill health for the discharge of his/her duties.
- (ii) General retrenchment decided upon for reasons of financial stringencies.
- (iii) Abolition of a section or a class.
- (iv) Abolition of the subject which the teacher is teaching

(c) That the said teacher shall not be dismissed, discharged or reduced in rank save and except on ground of proved inefficiency, conduct involving moral turpitude or gross negligence of duty or behaviour likely to prove subversive of discipline, tempering of school record or any other good or sufficient reason which may make his/her retention on the school staff no longer desirable. In such a case the prior approval of the District Education Officer of the district in which the school exists should be obtained.

In such a case the teacher before dismissal, discharge reduction in rank will be called upon for his/her defence in writing for which he/she shall be given one week from the receipt of the letter calling upon him/her for his/her defence, within which he/she should submit his/her defence to the management. In the event of such defence not being submitted within the said period, the management may proceed to dismiss, discharge or reduce in rank the teacher without further delay.

7. That if the said (teacher) shall observe and comply with all the provisions of these presents, there shall be paid to him/her, for such time as he/she shall be in the service of the said school and actually perform his/her duties, a salary of ----- per mensem for the first year of his/her service, which shall be increased each subsequent year of his/her service by Rs ----- per mensem up to a maximum of Rs -----, but that in the event of his/her temporary absence from duty by reasons of sickness or leave or otherwise he/she shall be paid such salary only as shall be determined by the rules, in force in the said school :

Provided always that the teacher shall get salary for the long vacation period as required by rule 9, Appendix XXVII, Education Code.

IV. IN WITNESS whereof
unto set their hands the day and year first and above written.

and

have here-

Signed by

in the presence of

Signed by

in the presence of

Time schedule to be adhered for deciding cases falling under sub-clause (3) of clause 4 of Appendix XXVII.

When a situation warrants dismissal, discharge or reduction in rank of a teacher the proceedings shall be started on the report of the head of the institution and in the case of the head of the institution by the management. The charge-sheet shall be sent under registered acknowledgement due cover to the person proceeded against, in writing within fifteen days from the date of his/her suspension. The person concerned shall be required to submit his explanation to the charge-sheet within seven days of the receipt of the charge-sheet. If the person (charge-sheeted) avoids to receive the charge-sheet or fails to submit his/her reply to the charge-sheet within the stipulated period, the management shall be entitled to take an *ex parte* decision. Such *ex parte* decision shall not be appealable

On the receipt of the reply to the charge-sheet from the teacher, the management shall proceed to institute an enquiry within fifteen days from the date of the receipt of the reply to the charge-sheet and after affording a reasonable opportunity of being heard in person or in writing to the teacher the management shall consider the matter. If the management exonerates the teacher from the charges, he/she shall be re-instated forthwith and the balance amount whatsoever of the period of suspension, will be paid to him/her within one month. The period of suspension will count towards leave and increment.

The management shall consider the record of the enquiry and record its findings on each charge. If the management is of the opinion that any one of the penalties i.e. dismissal, discharge or reduction in rank should be imposed it shall serve the teacher with a show cause notice stating the action proposed to be taken in regard to him/her and calling upon him/her to submit, within seven days, such representation as he/she may wish to make against the proposed action.

If after considering the reply of the teacher to the show cause notice, the management is of the opinion to inflict or impose one of the major punishments indicated above, it shall forward its decision, along with the facts of the case, within a week to the District Education Officer of the district in which the school exists and on receipt of such a decision, the District Education Officer shall be bound to convey his approval or disapproval in the matter

to the management with a copy to the teacher concerned within a period of one month. Then the management shall take steps to implement the decision of the said District Education Officer.

The aggrieved party shall have the right to appeal to the Director of Public Instruction of the State within thirty days of the receipt of the copy of the decision of the District Education Officer concerned. The teacher concerned, till the decision of the Director of Public Instruction of the State shall continue to remain under suspension.

Note.— During the period of suspension the teacher shall be allowed to draw half of the basic salary per mensem as subsistence allowance. If he/she is finally exonerated he/she shall be entitled to the full pay and allowances as admissible minus the amount of subsistence allowance already paid to him/her during the period of suspension and his/her period of suspension shall count towards increment, leave, etc."

Dated, Chandigarh, the 26th November, 1968.

B.L. AHUJA, Secy.

TECHNICAL EDUCATION DEPARTMENT

The 30th December, 1968

No. 7096-PWIII(1)-68 34441.— On appointment Shri R. N. Goel, assumed charge of the post of officiating Head of the Department in Civil Engineering at Government Polytechnic, Jhajjar on 15th December, 1968 (A.N.).

No. 7400-PWIII(1)-68/34811.— On appointment, Shri Manmohan Bindlish assumed charge as Lecturer in Electrical Engineering, Government Polytechnic, Ambala with effect from 10th October, 1968
F.N.

P. N. BHALLA, Secy.